

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/index.html>  
<http://management.energy.gov/DEAR.htm>

<b>Provision No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>
L.1a	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
L.1b	FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
L.1c	FAR 52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
L.1d	FAR 52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
L.1e	FAR 52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
L.1f	FAR 52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)
L.1g	FAR 52.237-1	SITE VISIT (APR 1984)
L.1h	DEAR 952.219-70	DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)
L.1i	DEAR 952.233-4	NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)
L.1j	DEAR 952.233-5	AGENCY PROTEST REVIEW (SEP 1996)

**L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)**

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the CO’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a CO as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
  - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*;

and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

**Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.**

- (f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306 (a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
  - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the



solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **hybrid contract that includes a Firm-Fixed Price with Award Fee CLINs, Cost Reimbursement with no fee CLINs and Indefinite Delivery/Indefinite Quantity (IDIQ) CLINs** resulting from this solicitation.

**L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006), DEAR 952.233-2 SERVICE OF PROTESTS**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Wilmari C. Delgado  
Contracting Officer  
U.S. Department of Energy  
250 E. 5<sup>th</sup> Street, Suite 500  
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W.  
Washington, DC 20585  
Fax: (202) 586-4546.

**L.5 DEAR 952.204-73 FACILITY CLEARANCE (MAY 2002)**

**NOTICES**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is

necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

- (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the contractor organization and access authorizations (security clearances) for contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.
- (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

(1) Foreign Interest means any of the following:

- (i) A foreign government, foreign government agency, or representative of a foreign government;

- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all contractors or subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:
- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW  
(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

- (5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

## **L.6 NUMBER OF AWARDS**

It is anticipated that only a single contract award will result from this solicitation.

## **L.7 PRE-AWARD SURVEY**

DOE may conduct pre-award surveys in accordance with FAR Subpart 9.106, Pre-Award Surveys, and may solicit from available sources any relevant information including the Offeror's record of past performance. The Government may use this information in making determinations of contractor responsibility.

## **L.8 CONTACTS REGARDING FUTURE EMPLOYMENT**

Prior to contract award, except where prohibited by law, contacts with incumbent employees regarding future employment are permitted; however, such contacts, interviews, etc., must take place outside the normal working hours of such employees and not on any DOE sites. Offerors are reminded, however, that no contacts with Federal, Contractor, or subcontractor employees are permitted for the purpose of seeking procurement sensitive information relating to this solicitation.

## **L.9 FALSE STATEMENTS**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 United States Code (USC) 1001, Fraud and False Statements.

## **L.10 USE OF NON-FEDERAL EVALUATORS**

Offerors are notified that DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. See the Section K clause entitled, "Agreement to Use of Non-federal Evaluators".

## **L.11 PRE-PROPOSAL CONFERENCE AND SITE VISIT**

The DOE will provide opportunity for a pre-proposal conference and a visit to the site to be scheduled following release of the solicitation. Offerors will be afforded the opportunity to visit the Hanford Site for the purpose of reviewing the Government-furnished facilities in the 200 Area clinic. The visit will also include an overview explanation of the software programs associated with this solicitation. Attendance to the

pre-proposal conference and site visit is not mandatory; however, deficiencies in the Offeror's proposal that may have been avoided by the Offeror's attendance at the site visit are the Offeror's responsibility. Information regarding the pre-proposal conference and Site Visit will be available on the solicitation website.

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### **L.12 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION**

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments to the public. The solicitation and any amendments will be posted via FedConnect at <https://www.fedconnect.net>.

The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

#### **L.13 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I—The Schedule, Part II—Contract Clauses, and Part III, Section J—List of Attachments. Blank areas appearing in these sections, indicated by “(TBD)” will be completed prior to contract signing.

#### **L.14 TIME, DATE AND PLACE PROPOSAL(S) ARE DUE**

- (a) All Offers and Proposal Information, regardless of method of delivery, must be received on or before **TBD**.
- (b) The electronic submission through FedConnect to STRIPES constitutes the official offer and proposal. Offerors shall access STRIPES via FedConnect (website link below):  
<http://www.compusearch.com/products/fedconnect/vendors>
- (c) Mailed hard copies of proposals shall be marked as follows:

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: U.S. Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
Occupational Medical Services at Hanford Source Evaluation Board  
250 East 5<sup>th</sup> Street  
Suite 500  
Cincinnati, OH 45202  
ATTN: Ms. Wilmari C. Delgado

Solicitation No.: **DE-SOL-0002437**

Due: **4:00pm EST**    **TBD**  
(Time) (Date)

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A  
PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

- (d) Hand-carried hard copies of Proposals. If the Offeror elects to forward the proposal by means other than the U.S. Mail, it assumes the full responsibility of insuring that the proposal is received by the date and time specified. Such proposals shall be marked, closed, and sealed as if for mailing. All hand-carried packages shall be delivered **between the hours 8:00 am and 4:00 p.m. Eastern Time workdays by TBD.** Deliver to:

U.S. Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
Occupational Medical Services at Hanford Source Evaluation Board  
250 East 5<sup>th</sup> Street  
Suite 500  
Cincinnati, OH 45202  
ATTN: Ms. Wilmari C. Delgado

Solicitation No.: **DE-SOL-0002437**

Note: Offerors hand-carrying proposals to the above address should arrange for pickup by calling the Contracting Officer (CO) one business day in advance to advice of anticipated delivery time: **Wilmari C. Delgado (513) 246-0566.**

- (e) Express-Mailed Hard Copies of Proposals shall be marked as follows:

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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To: U.S. Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
Occupational Medical Services at Hanford Source Evaluation Board  
250 East 5<sup>th</sup> Street  
Suite 500  
Cincinnati, OH 45202  
ATTN: Ms. Wilmari C. Delgado

Solicitation No.: **DE-SOL-0002437**

Due: **4:00pm EST**    **TBD**  
(Time)                      (Date)

- (f) All proposals are due NO LATER THAN **4:00 PM Eastern Time on TBD.**
- (g) Notwithstanding which method of delivery the Offeror opts to use, the Offeror assumes full responsibility of ensuring that the Offer is received at the place and by the date and time specified in the solicitation. Such proposals must be closed and sealed as if for mailing.
- (h) **CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.**

#### **L.15 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION**

This acquisition is **100% set-aside for small business.** Any award resulting from this solicitation will be made to a small business concern. Offers received from Offerors that are not small business shall be considered nonresponsive and will be rejected. The NAICS code for this solicitation is **621111.**

#### **L.16 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

#### **L.17 AMENDMENT OF THE SOLICITATION**

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-solicitation conference, site visit or subsequent discussions, whether oral or in writing will modify or supersede the terms of the solicitation. Any amendments to this solicitation (prior to submission of offers and



other information) generated by the issuing office will be provided on the Internet via FedConnect at <https://www.fedconnect.net>. It will be the responsibility of the Offeror to routinely examine the specified home page for any amendments that may be issued on this solicitation prior to submission of offer and other information.

#### **L.18 QUESTIONS ON SOLICITATION**

Offerors may submit questions regarding the solicitation by e-mail to the CO at [OccMed@emcbc.doe.gov](mailto:OccMed@emcbc.doe.gov) or by using the link to this mailbox on the Hanford OccMed website:

<http://www.emcbc.doe.gov/OccMed>

All questions shall be submitted within 30 calendar days after the release of the RFP. Questions submitted after that date may not allow DOE sufficient time to respond. Questions and answers will be posted on a periodic basis.

#### **L.19 AVAILABILITY OF REFERENCE DOCUMENTS**

All reference documents and questions/answers pertaining to the RFP, including Section C, will be posted to the website below:

<http://www.emcbc.doe.gov/OccMed>

DOE Order 471.1B, Identification and Protection of Unclassified Controlled Nuclear Information, and DOE Order 471.3, Identifying and Protecting Official Use Only Information, provides additional guidance on protecting information received from this website.

#### **L.20 COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

#### **L.21 NOTICE OF LABOR PROVISIONS**

(a) Offerors shall note that this Solicitation includes in the proposed Contract, clauses requiring the posting of employment notices, and listing the employment openings with the local office of the Federal-State employment service system where a contract award is for \$25,000 or more (see Section I clause 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans) and the posting of employment notices where a contract award is for \$10,000 or more (see Section I clause 52.222-36 Affirmative Action for Workers with Disabilities).

- (b) General information regarding the requirements of the Contract Work Hours Standards Act (40 USC 327-333) and the Service Contract Act of 1965 (41 USC 351-358) may be obtained from the U.S. Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information shall include the Solicitation number, the name and address of the issuing agency, and a description of the supplies or services. [see also, website <http://www.dol.gov/dol/compliance/compliance-majorlaw.htm>]

## L.22 PROPOSAL PREPARATION INSTRUCTIONS-GENERAL

- (a) Offeror: The term “Offeror” as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be pre-existing or newly formed for the purposes of competing for this contract.
- (b) The term “major subcontractor” as used in this Section L is defined as proposed subcontractors with a proposed subcontract of \$5 million or more at any tier of the proposed organization.
- (c) Electronic Submission: As stated in L.14 (b) the electronic submission through FedConnect to STRIPES constitutes the official offer and proposal.
- (d) Overall Arrangement of Proposal. Proposals are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. The overall proposal shall consist of three physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit proposals in hardcopy and electronic format (CD-ROM) as follows:

Proposal Volume — Title	Copies Required
Volume I – Offer and Other Documents	1 original, 3 copies and 2 CD-ROM
Volume II – Technical Proposal	1 original, 8 copies and 5 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 5 copies and 5 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe

Acrobat 6.0 (PDF) or higher (note additional requirements in Section L.25 for cost proposal information). The written material constitutes the official offer and proposal. In the event of a conflict, content of the hardcopy of a proposal will take precedence over the CD-ROM.

- (e) Page Limitation. In the applicable provision that follows, a page limitation is specified for the Volume II – Technical Proposal.
- (f) Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Representations and Certifications, (which are to be submitted with Volume I entitled “Offer and Other Documents”), and Cross Reference Matrix.
- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror’s name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (i) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number, date, name of the Offeror and the legend at FAR 52.215-1(e), “Restriction on Disclosure and Use of Data,” as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text size reductions are unacceptable. Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text. The Volume II – Technical Proposal will only be read and evaluated up to the page limitation. Page counting will begin with the first page of the Volume II – Technical Proposal subject to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitation.

- (j) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (k) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (l) Point of Contact. The CO or the CO's designated representative is the sole point of contact during the conduct of this procurement.
- (m) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (n) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (o) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (p) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (q) Disposition of Proposals. Proposals will not be returned.
- (r) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR:  
<http://acquisition.gov/far/index.html>

Federal Business Opportunities (FedBizOpps): <http://www.fbo.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:  
<http://management.energy.gov/DEAR.htm>

U.S. Department of Energy, Environmental Management Consolidated Business Center: <http://www.emcbc.doe.gov/doingbusiness.php>

Office of Small & Disadvantaged Business Utilization: <http://smallbusiness.doe.gov>

- (s) As an optional courtesy to DOE, Offerors are requested to complete Attachment L-4 Notice of Intent to Offer and return via email to [Wilmari.delgado@emcbc.doe.gov](mailto:Wilmari.delgado@emcbc.doe.gov) within 45 days of the date of this solicitation. The Notice of Intent to Offer shall contain known Offeror information (e.g., teaming members, and subcontractors) and appropriate contact information. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.
- (t) If there are any inconsistencies between the language in L.2 and this provision; L.22 shall take precedence.

**L.23 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I – OFFER AND OTHER DOCUMENTS**

- (a) General. Volume I – Offer and Other Documents contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). There is no page limitation on Volume I.
- (b) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
  - (1) The solicitation number.
  - (2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.
  - (3) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
  - (4) The complete, formal name and address of the Offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.
- (c) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I – Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the contract (Sections A through J of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. Offerors shall also acknowledge all amendments to the solicitation in block 14 of the

SF 33.

- (d) Section B Supplies or Services and Prices/Costs. Offerors shall submit a completed Section B with the price, cost and the Total Available Award Fee for the Basic Contract Term and all Options years.
- (e) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable Mentor-Protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2, Subcontracts (Section I).
- (f) Corporate Governance. The Offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and Key Personnel. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.  
  
The Offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the contract.
- (g) Performance Guarantee. The Contract clause in Section H entitled "Performance Guarantee" requires the Offeror's parent organization(s) or all member organizations if the Offeror is a joint venture, LLC, other similar entity, or a newly formed entity to guarantee performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement. Section L, Attachment L.6 "Performance Guarantee Agreement" contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE. This Agreement will become part of the resulting contract as an Attachment to the contract's Section J
- (h) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.

- (i) Responsible Corporate Official. Offerors shall specify the name of the individual designated as the Responsible Corporate Official.
- (j) Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I if applicable:

“TBD”

- (k) Section K, Representations and Certifications. The Offeror, each team member (as defined in FAR Subpart 9.6), and each subcontractor shall complete the annual Representations and Certifications electronically via the Online Representations and Certifications Application (ORCA) web site and shall fully execute the Representations, Certifications and other Statements of Bidders/Offerors in Section K.
- (l) Organizational Conflicts of Interests. Offeror, teaming or joint venture partners and major subcontractors (with subcontracts of \$5 million or more) shall provide the statement at (c)(1) described in Section K, DEAR 952.209-8, Organizational Conflicts of Interest-Disclosure (JUN 1997). By providing the statement, Offerors would have satisfied the (apparent successful offeror) requirement of the provision.

The Contract contemplated is not for advisory and assistance services. However, it is contemplated that a minor portion of the work may involve provision of occupational medical advice and assistance to the Government. Accordingly, as this advice may influence the Government's decisions regarding the magnitude and type of occupational medical services required, the Government requires assurance that no organizational conflicts of interest exist. Offerors are required to indicate whether they have a financial interest in any medical supplies or equipment companies, and the extent of such interest(s). Based upon such interest(s), appropriate mitigation of the conflicts must be described in this section of the offer. The Contracting Officer shall determine the acceptability of the proposed mitigation measures.

- (m) Proprietary Data. A listing of proprietary data, if any, in the Offeror's proposal as contemplated by DEAR 952.227-82 Rights to Proposal Data (see Section I, *Contract Clauses*);
- (n) FOCI. Completed copies of the Foreign Ownership, Control, or Influence (FOCI) Facility Clearance forms and information following the instructions provided in Section K “*Instructions for submitting Foreign Ownership, Control or Influence (FOCI) Information*”.
- (o) Accreditation Plan. If the Offeror is already accredited, then the Plan will address how the accreditation will be sustained.
- (p) Remittance Address. If the Offeror's address shown on the SF 33 is different from

the remittance address, the remittance address shall be provided.

- (q) Equal Opportunity Compliance. The Offeror shall provide the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC requirement compliance. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (r) Offer Acceptance Period. The minimum offer acceptance period is **300** calendar days.
- (s) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes.

**IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, DOE MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.**

#### **L.24 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL**

##### **(a) General**

Volume II - *Technical Proposal* consists of the Offeror's written and Oral information intended to present the Offeror's understanding, capabilities and approach to satisfy the requirements of the PWS. Written proposal information will be required for Evaluation Criterion 1, *Past Performance*, Criterion 2 *Key Personnel and Organization*, Criterion 3, *Technical Approach*; and Criterion 4, *Corporate Experience*. Additionally, Oral Presentation information will be required to evaluate Criterion 2, *Key Personnel and Organization*.

##### **(b) Technical Proposal Page Limitation**



1. The Technical Proposal shall not exceed 100 pages, excluding the items listed in L.23.  
**No cost or price information shall be included in the Technical Proposal.**
2. If a Technical Proposal is received exceeding the page limitation, the additional pages will not be read and evaluated by DOE. The pages exceeding the page limitation will be removed from the proposal and returned to the Offeror.
- (c) The written format and content of Volume II - Technical Proposal shall include the following in the sequence provided below:

1) **CRITERION 1 – PAST PERFORMANCE**

The Offeror shall submit the past performance information for the criteria below, for the same three contracts identified for corporate experience, as an attachment to Volume II. However, past performance information will be excluded from the page limitations for Volume II.

The Offeror shall provide past performance information for the Offeror, teaming or joint venture partners and major subcontractors, i.e., teaming partners and/or major subcontractors proposed to perform subcontracts of \$5 million or more. If the Offeror is a new business entity, provide the information required above for each of its teaming partners and/or major subcontractors.

For each of the contracts, the Offeror shall submit the past performance information as shown in Attachment L-2, Contractor Past Performance Reference Information Worksheet. The Offeror may attach additional pages, if necessary.

The Offeror shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems in Block 12 of Attachment L-2. The problems should have been caused directly by the Offeror or that resulted from the Offeror's operations, policies, planning, scheduling, or practices including, but not limited to: serious injuries, fatalities or lawsuits; missed milestones; and cost overruns. The problems should have been managed directly by the Offeror or the team member for which Past Performance Evaluation Forms are being provided.

In addition, the Offeror shall provide the Contractor Past Performance Letter and Questionnaire, as shown in Attachment L-3, to each of the clients named in Attachment L-2. The Offeror may use the information in Attachment L-3 or its own format of a past performance reference letter to identify the project for the reference to which the questionnaire is being sent. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified below and on the Attachment L-3, Past Performance Cover Letter, no later than the proposal due date.

The Offeror shall be responsible for ensuring that all Past Performance Evaluation Forms are received by the appropriate responding official of each entity for which a reference is being requested. The Offeror shall also be responsible for ensuring that each Past Performance Evaluation Form is received by the Contracting Officer from each responding official. Past Performance Evaluation Forms may be submitted by each responding official to the Contracting Officer via mail to the following address:

U.S. Department of Energy  
EM Consolidated Business Center  
ATTN: Wilmari C. Delgado  
250 East 5<sup>th</sup> Street  
Cincinnati, OH 45202

The Past Performance Evaluation Forms may also be submitted to the Contracting Officer via e-mail at [Wilmari.delgado@emcbc.doe.gov](mailto:Wilmari.delgado@emcbc.doe.gov) or via facsimile at 513-744-0923.

Offerors should allow adequate time for the completed forms to be returned to the Contracting Officer by the proposal due date. However, DOE receipt of the questionnaires is not subject to the Section L Provision, "FAR 52.215-1, Instructions to Offerors – Competitive Acquisition" related to late proposals. The Offeror shall be responsible for following up with the reference points of contact and for ensuring that the Past Performance Questionnaire is completed and returned to the Government on time. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. Offerors may contact the Contracting Officer at the e-mail address or via telephone at 513-246-0566 to confirm the receipt of Past Performance Evaluation Forms.

As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed subcontractor's or team members past performance, the proposed prime contractor can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

## 2) **CRITERION 2- KEY PERSONNEL AND ORGANIZATION**

### Written Proposal:

The Offeror shall propose Key Personnel positions it considers to be essential to the successful accomplishment of the work being performed under the contract.

The Offeror shall describe the proposed Key Personnel's demonstrated leadership; demonstrated experience in performing work similar in size, scope and complexity to the PWS; and qualifications (e.g. education, certifications, licenses) as presented in the resumes. The Offeror shall provide written resumes for each proposed key personnel. The Offeror shall describe its proposed Key Personnel's education, experience, and demonstrated past performance, as well as their suitability to the proposed position, leadership and capability to perform the PWS relevant to their proposed position.

The Key Personnel positions shall include, at a minimum, the Principal Manager, the Site Occupational Medical Director, a Nursing Director and a Clinic Director. The requirements for the four (4) key personnel positions identified by the government are in Section H clause entitled, "Qualifications of Key Personnel". In addition, the Offeror may propose up to four (4) additional positions that they consider to be critical to the overall performance of the contract. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to the approach to the management and execution of the work proposed. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of the additional Key Personnel named by the Offeror.

The Offeror shall provide written resumes in the format shown in Attachment L-1 for the proposed Key Personnel. The resumes shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to that described in Section C and commensurate with the proposed position. The Offeror shall describe the suitability of the proposed Key Personnel to the proposed position based on the relevant experience, leadership and qualifications described in the resume. Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each Key Personnel position. Each resume shall not exceed four (4) pages in length including the commitment statement. **Additional pages will not be evaluated.** The font shall be no smaller than Times New Roman 10 point. The Key Personnel identified by the Offeror will be subject to the clause in Section H entitled Key Personnel.

References: The Offeror shall provide three references for each of the proposed Key Personnel. DOE has no obligation to contact the references submitted; however, DOE may contact any or all references on the submitted resume. DOE reserves the right to use any information received as part of its evaluation of the key person, from any other sources available to DOE.

Letter of Commitment: The Offeror shall provide a signed Letter of Commitment in the format shown in Attachment L-1 from each proposed key person. The Letter of Commitment must reflect the individual's unconditional

agreement to accept the position for a minimum of two (2) years from the date contract performance begins if the Offeror is awarded the contract. Resumes with commitment statements are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations.

**Failure to submit resume formats as shown and Commitment Statements may result in the Offeror receiving a lower rating.**

Oral Presentation Information:

DOE will conduct an Oral Presentation session with all proposed Key Personnel for each Offeror. Attendance is limited to Key Personnel only. Each proposed Key Person shall be physically present and actively participate during the Oral Presentation. The information provided by the Offeror during Oral Presentations does not revise the Offeror's written proposal.

DOE will provide a sample problem and interview questions on the day of the Oral Presentation. The sample problem will be provided for resolution to the entire key personnel team. Interview questions will be provided to each of the proposed key personnel. The oral presentation day schedule and activities are outlined below:

**Agenda for Oral Presentations**

<b>Segment</b>	<b>Time Duration</b>	<b>Description</b>
Instructions and Introduction of DOE Personnel	10 minutes	The Contracting Officer will introduce the DOE personnel and provide instructions on the conduct of the Oral Presentation.
Brief introduction of the Offeror's Key Personnel	10 minutes	The Offeror will introduce its Key Personnel
Interview of the Offeror's Key Personnel	60 minutes	DOE will interview the Offeror's Key Personnel (including the Project Manager) in a group format. The interview will be conducted using a question and answer format. Such questions will not be provided to the Offeror in advance.
Break	15 minutes	
Managerial Problem Preparation	90 minutes	Written Problem provided to Offeror and Offeror prepares response.
Managerial Problem Presentation	30 minutes	Offeror provides to DOE oral response to problem.
Lunch	90 minutes	
Interview of the Offeror's Principal Manager	60 minutes	DOE will interview the Offeror's Principal Manager and the Site Occupational Medical

and Site Occupational Medical Director (SOMD)		Director (SOMD). The interview will be conducted using a question and answer format. Such questions will not be provided to the Offeror in advance.
Break	15 minutes	
Follow-up		DOE may ask clarifying questions on the Oral Presentation of the Key Personnel.
Adjourn		The Contracting Officer will provide closing remarks.

The Offeror may only use DOE provided notepads, flipcharts, and markers during the Offeror's preparation of its response to the interview questions and the Offeror's presentation of its response to DOE. DOE will retain all notepads and flipcharts.

The Offeror may not bring any electronic equipment into the Oral Presentation. Prohibited items include but are not limited to computers/laptops, cell phones, PDAs, cameras, video or audio recording equipment. In addition, the Offeror may not bring any presentation or reference material including its written proposal.

DOE will videotape each Offeror's Oral Presentation including problem preparation time. DOE also reserves the right to observe the Offeror's problem response preparation process,

It is not the Government's intent to incorporate any portion of the Oral Presentation into the contract resulting from this solicitation. The Oral Presentation will not constitute discussions as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, to solicit offer revisions, or to solicit final proposal revisions. The Oral Presentation shall not be used to cure deficiencies or weaknesses in the written proposal information, and shall not in any way revise the written proposal information.

DOE will schedule the Oral Presentations based on random selection and will give each Offeror at least two weeks prior notice of the date, time, location, and other instructions related to its Oral Presentation. DOE reserves the right to conduct the Oral Presentations prior to the above timeline or reschedule an Offeror's Presentation. DOE will not consider a request from an Offeror to reschedule its Oral Presentation except under extenuating circumstances, e.g., personal sickness or emergency. Each Offeror shall participate in an Oral Presentation to DOE as part of its Technical Proposal. The Oral Presentation will be provided by the Offeror's proposed Key Personnel.

Organization:

The Offeror shall describe how the organization and business systems support implementation of the Technical Approach and provide control and accountability to DOE for performance under the contract. The Offeror shall also explain its allocation of resources at the multiple sites and authority level of managers. The Offeror shall include an organizational chart graphically depicting the organizational structure and including the location of each of the Key Personnel in the organization structure, at a minimum this description shall include the following:

- i. A complete Staffing Plan, including the required labor categories, number and qualifications of each non-key personnel needed to meet proposed performance expectations. This Plan shall identify Key Personnel and other management personnel, and shall describe the duties and responsibilities of each person. The Plan shall also include a description, as applicable, of how the Offeror plans to integrate those existing Hanford occupational medical personnel that are anticipated to be hired into the new organization. The Offeror shall also discuss its approach for retention of staff.
- ii. The management tools/systems being proposed, the anticipated benefits, and the approach for implementing these tools/systems.
- iii. How effective working relationships with the other Hanford Site prime contractors will be achieved.
- iv. How effective communications with external stakeholders will be achieved.

### 3) **CRITERION 3 - TECHNICAL APPROACH**

The Offeror shall describe its technical and business management approach to the execution of each of the requirements of the PWS and the feasibility of the approach. Sufficient detail shall be provided to demonstrate the Offeror's understanding of the requirements of the PWS.

The Offeror shall include a description of the proposed approach, and how the proposed approach will provide safe, high quality, efficient, and timely delivery of the required occupational health services. The summary shall provide a description of the methods, benefits, and rationale for the Offeror's proposed medical approach and quality assurance practices to accomplish the required occupational health services. Describe the procedures to be used to perform routine evaluations of worker health using medical surveillance data; and the approach and plans to conduct the on-going comprehensive quality assurance program, with particular emphasis on the self-assessment process to be used. The approach shall describe methods in sufficient detail for the Government to assess the effectiveness of the approach as it relates to the PWS.

The Offeror shall identify any subcontractors performing Beryllium services (e.g., blood work, physical exams and tests, and consultations).

The Offeror shall also include a transition plan that describes how the Offeror will achieve an efficient, safe, orderly, and timely transition to the fully-operational delivery of required occupational health services and ensure operations are not interrupted.

4) **CRITERION 4 - CORPORATE EXPERIENCE**

**Offeror Experience.** The Offeror shall describe its relevant experience in performing work similar in size, scope, complexity, and/or risk to that described in Section C. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g. operation of an occupational medicine program). Complexity and/or risk is defined as performance challenges (e.g., integration and coordination with other DOE or other government contractors and/or integration and coordination with stakeholders).

**Subcontractor and Other Performing Entities Experience.** In addition to the Offeror's relevant experience, the Offeror shall provide the relevant experience of any proposed major subcontractors (\$5 million or more) and any other entities that are proposed to perform work under the contract. The Offeror shall describe the relevant experience, similar in size, scope, complexity and/or risk in relation to that portion of the PWS proposed to be performed by the subcontractor or other entity. Other entities may include members of a joint venture, LLC or other similar entity.

**Newly Formed Entity.** If the Offeror is a newly formed entity with no experience, the Offeror shall provide relevant experience for its parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity.

The Offeror shall provide information for **three (3)** contracts completed within the last five years or current contracts, performed by each proposed major subcontractor or other performing entity. If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type; contact name, address, and phone number; and duration of the contract. Contracts may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts performed by the Offeror, subcontractor, or other entity.

For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the Offeror shall identify that portion of the work (as both a percentage and the types of work activities) the Offeror/subcontractor/other entity performed during the referenced contract.

The Offeror shall describe, for each contract the Offeror's success in completing these contracts or activities, including factors that demonstrate the effective and empathic management of worker health; the treatment of illness and injury; the measures of effectiveness; and any improvements implemented in the performance of the work. The description should address any problems that were encountered and corrective actions taken by the Offeror.

The Offeror shall provide a list, and brief description, of all lawsuits filed against Offeror or any employee during the past five years that are related to the delivery of occupational health services.

All information provided under this Criterion by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or teaming participants) under the Offeror's proposed approach.

## **L.25 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: PRICE PROPOSAL**

Offerors shall provide proposed price and fully-burdened labor rates by providing a completed Section B clause. The Offeror shall submit a completed Section B in Volume I – Offer and Other Documents. Supporting detail for Section B shall be provided under this Volume III, Price Proposal, in accordance with the instructions in this clause.

Instructions – Price Proposal – Written Proposal - The Offeror shall prepare its price proposal in accordance with the following instructions:

- (a) All price information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the request for proposal (RFP).
- (b) All pages in the Volume III Price Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The price proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.
- (c) The Offeror shall propose price for each year and in total (including option periods) corresponding to the costs for performing the PWS. For proposal preparation purposes, Offerors shall assume an anticipated award date of **TBD** with a 60-day contract transition period; therefore, Offerors shall assume full responsibility for performance of the contract requirements on **TBD**. Proposed prices shall be



provided based on a 12 month Fiscal Year (FY) period from October 1 through September 30. The first FY shall include proposed prices from **TBD** through September 30, **TBD**. The period of performance extends through September 30, **TBD**.

- (d) For proposal preparation purposes, the Offerors shall assume the following annual funding profile for the period of performance for all CLINs. The provided funding profile is the government's estimate as of the date of the RFP of future available funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within DOE. Contract transition costs shall be included as part of the total cost of the PWS.

\$ in K	FY2013	FY2014	FY2015	FY2016	FY2017
Annual	\$16,000	\$16,480	\$16,974	\$17,484	\$18,008
Cum	\$16,000	\$32,480	\$49,454	\$66,938	\$84,946

- (e) Offerors shall provide a unit price per month and total firm fixed price amount by each year for CLINs 001, 004 and 007, use the DOE provided amounts for CLINs 002, 005 and 008, and provide firm fixed fully-burdened labor rates for CLINs 003, 006 and 009. Proposed amounts are to include option periods. See following paragraph (f) for specific cost instructions applicable to CLINs 001, 004 and 007. See following paragraph (g) for specific cost instructions applicable to CLINs 002, 005 and 008. See following paragraph (h) for specific cost instructions applicable to CLINs 003, 006 and 009.

- (f) Firm Fixed Price (FFP) – CLINs 001, 004 and 007

The Offeror shall propose separate unit price per month and total firm fixed price amounts by each year to include cost and profit (excluding award fee) associated with PWS C.2.1.

- (1) Offerors shall use Section L, Attachment L-5, titled Summary of Cost Worksheets, to provide price information (excluding award fee) for each fiscal year.
- (2) **Cost Worksheets**. Format and present all cost information to provide full traceability between Section B and the completed Section L, Summary of Cost Worksheets provided as Attachment L-5 with the information required in the Technical and Management Proposal.
- (3) **Basis of Estimate**. Provide a Basis of Estimate thoroughly documenting all estimates. A Basis of Estimate description shall be provided for each activity at the same level as the PWS.

The detailed narrative description shall include a summary of work scope, source of estimate information, supporting rationale, summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's cost to perform the contract requirements), and other related information to provide clarity and understanding of the Offeror's Basis of Estimate.

The Basis of Estimate shall be a standalone document within Volume III, separate from the estimate calculations.

- (4) Labor Rates. The Offeror shall provide the basis and explanation for each fully burdened labor rate used to develop the proposed firm fixed price amount. The fully burdened labor rates includes the base labor rates, applicable indirect costs (fringe benefits, overhead, G&A, etc.) and profit (excluding award fee). The Offeror shall provide all related information to provide a clear understanding of the basis of estimate.
- (5) Direct Labor Hours. The Offeror shall complete the Section L, Attachments L-5, Summary of Cost Worksheets, detailing direct labor hours by labor category. The information provided in the worksheet shall be fully traceable to the cost proposal.
- (6) Subcontract and Joint Venture/LLC Members/other teaming arrangement(s) over \$5 million. The Offeror's cost proposal shall identify the proposed cost for all joint ventures, LLC members, other teaming arrangement(s), or subcontracts over \$5 million to the detail required in the L.25(h). Joint ventures, LLC members, other teaming arrangement(s) and subcontractors (over \$5 million or more) cost proposals shall be provided for the PWS by the Offeror, which reconciles to the proposed costs and the Offeror's proposal correlated with the PWS, consistent with its technical proposal.
- (g) Cost Reimbursable – CLINs 002, 005 and 008

For proposal preparation purposes, the Offerors shall assume the following amounts (already escalated) per year for PWS C.2.2.

\$ in K	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Total
C.2.2	\$850	\$880	\$900	\$930	\$960	\$4,520

- (h) Indefinite Delivery Indefinite Quantity – CLINs 003, 006 and 009

The Offeror shall provide the fully-burdened labor rates by completing the pricing schedules in Sections B.4, B.7 and B.10. Offerors shall provide fully-burdened labor

rates for all labor positions and all periods. The fully-burdened labor rates shall include all applicable mark-ups including profit.

- (i) Waiver of Facilities Capital Cost of Money (FCCOM). The contract includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the Offeror shall not propose facilities capital cost of money.
- (j) The Offeror shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see table in Section L.22(c) for quantities to be provided of each): Attachment L-5 and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 or 2007. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. Any written text for the Volume III Price Proposal shall be submitted using Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (k) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Price Proposal. If the Offeror is a joint venture, LLC member, or other teaming arrangement(s) (\$5 million or more), this data must be provided for each entity.
- (l) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. The Offeror shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture, LLC member, or other teaming arrangement(s) that is performing work estimated to be \$5 million or more.
- (m) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability

to complete this contract. Information provided by the Offeror shall include, but not limited to, the following:

- (1) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years);
- (2) The information in subparagraph (1) above for each member of the Offeror team arrangement if a teaming arrangement is used;
- (3) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective contractor; and
- (4) Any available lines of credit.

Using the above information and other information, the government will make a FAR Part 9, Offeror Qualifications, responsibility determination of the prospective awardee. The government may request a financial capability review of each Offeror from the DCAA as part of the government's consideration in making the responsibility determination.

- (n) The Offeror shall not propose any Government Furnished Services/Items (GFP) for use during the performance of this contract that is in addition to the list of GFP provided in Section J Attachments titled, GFP List and Government Furnished IT Systems List.